Washington State Department of Transportation

DESIGN-BUILD CONTRACT **Contract Form**

I-5/Yesler Way to NE 117th St.-Pavement, Deck, and Expansion Joints Project

Contract 009793

THIS DESIGN-BUILD CONTRACT, is entered into this_____day of _____,_____, between the STATE OF WASHINGTON, acting through the Washington State Department of Transportation ("WSDOT"), and the Secretary of Transportation under Title 47 RCW, as amended ("WSDOT"), and_____ (the "Design-Builder") collectively (the "Parties"),

- □ a corporation organized and existing under the laws of the state of_____, or
- □ a partnership, consisting of_____, or
- □ a limited liability company (LLC), consisting of_____, or
- □ a joint venture, consisting of_____, or
- □ an individual conducting business as_____,

the location of whose principal office is_____,

WITNESSETH: That WSDOT and the Design-Builder, for the consideration hereinafter named, agree as follows:

1 Defined Terms

Terms used in this Contract and not otherwise defined herein shall have the meanings set forth in General Provisions Section 1-01.

2 Scope of Work

The Design-Builder shall furnish the design of and construct the Project in accordance with the Contract Documents. Refer to Exhibit A for a general description of the Project and to General Provisions Section 1-04 for information regarding the scope of the Work. The Design-Builder acknowledges that the scope of the Work includes:

A. Responsibility for and control of the Work, subject to review of the Design-Builder's design by WSDOT as described in the Contract Documents

B. Responsibility for construction quality control and quality assurance of both the design and construction

C. Obtaining Governmental Approvals as specified in the Contract Documents, and compliance with all requirements of applicable Governmental Approvals, including those obtained by WSDOT

The Design-Builder covenants and agrees that all of the Work shall be performed in a proficient and skillful manner and in accordance with the standard of care applicable to contractors and designers performing similar work in the State.

3 Compensation

WSDOT shall pay the Design-Builder the lump sum Contract Price in the manner provided for in the Contract Documents, as full compensation for performance of the Work. A breakdown of the Contract Price is listed in Exhibit C.

4 Contract Time

4.1 Notice to Proceed

The Design-Builder shall begin the Work within 14 Calendar Days from the date of Notice to Proceed (NTP), unless otherwise approved in writing. The Design-Builder shall thereafter diligently prosecute the Work so as to achieve Substantial Completion, Physical Completion, and Completion within the specified times in Section 4.2, *Time for Project Completion*.

4.2 Time for Project Completion

4.2.1 Substantial Completion

The deadline for Substantial Completion of the Project is _____ Calendar Days starting on the first Calendar Day after the effective date of the NTP. No extension of said deadline shall be effective unless in writing signed by WSDOT. Refer to General Provisions Section 1-08.5(1) for requirements to be met in order to achieve Substantial Completion.

4.2.2 Physical Completion

The deadline for Physical Completion is 90 Calendar Days from the date Substantial Completion is achieved. Refer to General Provisions Section 1-08.5(2) for the requirements to be met in order to achieve Physical Completion.

4.2.3 Completion

The deadline for Completion is 90 Calendar Days from the date Physical Completion is achieved. Refer to General Provisions Section 1-08.5(3) for the requirements to be met in order to achieve Completion.

4.2.4 Extensions of Time

Refer to General Provisions Section 1-08.8 for information regarding time extensions. Any extension shall be for such time and upon terms and conditions as shall be fixed by WSDOT in accordance with the terms of the Contract, which may include the assessment of liquidated damages.

4.2.5 Liquidated Damages

Refer to General Provisions Section 1-08.9 for information regarding liquidated damages.

5 Contract Documents

The term "Contract Documents" shall mean the documents listed below, including all addenda:

1. Change Orders
2. Design-Build Contract (Contract Form), excluding WSDOT Identified Betterments (Exhibit B)
3. WSDOT Identified Betterments (Exhibit B), from the Design-Builder's Proposal
4. General Provisions – Request for Proposal (RFP) Chapter 1
5. Technical Requirements – RFP Chapter 2
6. All other RFP documents listed as Contract Documents in RFP Appendix A1

7. Design-Builder's Proposal

Said Contract Documents are hereby incorporated by reference herein as if fully set forth.

5.1 Order of Precedence

In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth in General Provisions Section 1-03.2.

5.2 Interpretation of Contract

Refer to General Provisions Section 1-03 for provisions regarding interpretation of the Contract. In case of any ambiguity or dispute over interpreting the Contract, WSDOT's decision will be final as provided in General Provisions Section 1-05.1.

6 Project Organization

Refer to Exhibit D for a list of the authorized representatives of WSDOT and the Design-Builder and their contact information.

IN WITNESS WHEREOF, the Design-Builder and WSDOT have caused this instrument to be executed on the day and year first above written.

Design-Builder

_____

Date

_____

Contractor Authorized Signers Signature

_____

Contractor Authorized Signers Name and Position

_____

Washington Contractor License Number

Washington State Department of Transportation

_____

Date

_____

Director of Construction Division,

State Construction Engineer

EXHIBIT A

Project Description

***The Project replaces the existing Cement Concrete Pavement (CCP), Hot Mix Asphalt (HMA) pavement, bridge deck overlay pavements, and bridge expansion joints on Interstate 5 (I-5), in the northbound direction from Bridge No. 5/570 (Ship Canal Bridge) to NE 117th Street, and in the southbound direction from Yesler Way to NE 117th Street. In addition, the Project rehabilitates the existing pavements of select I-5 on- and off-ramps by planing and paving with HMA pavement. The Work at the following locations shall include, but is not limited to:

Location A: Southbound I-5 Milepost (MP) 165.28 to MP 168.34, Yesler Way to Bridge No. 5/570 (Ship Canal Bridge)

- Replace CCP panels identified in accordance with Section 2.7, *Pavement*.
- Repair CCP panels identified in accordance with Section 2.7, *Pavement*.
- Diamond-grind the transitions between the surface of the existing panels and new panels in accordance with Section 2.7, *Pavement*.
- Rehabilitate Bridge No. 5/553 (Denny Way overpass) in accordance with details shown on Conceptual Paving Plan, as follows:
    - East end of bridge:
        - Replace bridge sidewalk on both north and south sides of the bridge impacted by the expansion joint work.
        - Remove asphalt overlay on bridge deck and replace with polyester concrete overlay as shown on Conceptual Paving Plan.
        - Install a 1-inch concrete asphalt butt joint between bridge sidewalk and roadway sidewalk in accordance with Standard Plan A-40.20-04.
        - Remove existing roadway asphalt overlay and replace it with HMA CL ½-inch PG 58-22.
        - Remove existing plate expansion joint in roadway and replace it with a 1-inch concrete asphalt butt joint in accordance with Standard Plan A-40.20-04.
        - Repaint existing thermoplastic stopline and crosswalk.
    - West end of bridge:
        - Replace existing bridge approach slab sidewalk on both north and south sides of the bridge.
        - Replace 5 feet of existing roadway sidewalk on both north and south sides of the bridge.
        - Remove asphalt overlay on approach slab and replace with polyester concrete overlay.
        - Remove existing expansion joint and replace with a 1-inch concrete open joint in accordance with Standard Plan A-40.20-04.

  - Install a ½-inch concrete open joint between approach slab and roadway as shown in Standard Plan A-40.20-04.

- Bridge No. 5/566W (Lakeview Viaduct Bridge), replace the existing bridge deck overlay and replace the expansion joints.
- Replace existing pavement markings impacted by construction activities.
- Rehabilitate the existing asphalt pavements of the following I-5 on- and off-ramps by planing and paving with HMA pavement in accordance with Section 2.7, *Pavement*:
  - Ramp R1 16586, southbound I-5 off-ramp to James Street
  - Ramp S1 16615, Howell Street to southbound I-5
  - Ramp R1 16666, southbound I-5 off-ramp to Eastlake Avenue
  - Ramp R1 16834, southbound I-5 off-ramp to Boylston Avenue

Location B: I-5 MP 168.34 to MP 169.18, Bridge No. 5/570 (Ship Canal Bridge)

- Northbound and southbound I-5 mainline (upper deck):
  - The Project shall rehabilitate the existing mainline deck. Work shall include:
    - Replace the existing modified concrete overlay with modified concrete overlay.
    - Perform bridge deck repair in accordance with the Standard Specifications for placement of modified concrete overlay.
    - Replace transverse and longitudinal joint seals.
    - Replace expansion joints, except finger joints.
    - Replace the existing stormwater drainage system per Section 2.13, *Bridges and Structures*, and Section 2.14, *Stormwater*.
    - Install pavement markings.
  - The Project shall repair underneath the bridge deck as follows:
    - Perform epoxy injection to fill cracks and voids in the concrete fillets at each floor beam.
    - Strengthen concrete fillets at each floor beam with fiber reinforced polymer.
  - Seal existing longitudinal and transverse joints.
  - Install pavement markings impacted by construction activities.
- I-5 reversible lanes MP 168.34 to MP 169.18 (lower deck)
  - Repair expansion joints and adjacent spalling concrete.
  - The Project shall repair underneath the bridge deck as follows:
    - Perform epoxy injection to fill cracks and voids in the concrete fillets at each floor beam.

  - Strengthen concrete fillets at each floor beam with fiber-reinforced polymer as shown on Bridge Concept Plans (Appendix M).
- Seal existing longitudinal and transverse joints.
- Install pavement markings impacted by construction activities.

Location C: Northbound and Southbound I-5 MP 169.18 to MP 173.23, Bridge No. 5/570, (Ship Canal Bridge) to NE 117th Street

- Remove the existing CCP and replace it with new CCP.
- Apply deck seal to Bridge Nos. 5/578E and 5/578W (I-5 bridge over Ravenna Boulevard).
- Remove the existing expansion joints of Bridge Nos. 5/578E and 5/578W (I-5 bridge over Ravenna Boulevard) and Bridge Nos. 5/588E and 5/588W (I-5 bridge over Northgate Way) and replace them per Section 2.13, *Bridges and Structures.*
- Remove and replace the existing ¾-inch polyester bridge deck overlay on Bridges 5/588E (I-5 bridge over Northgate Way) and 5/588W (I-5 bridge over Northgate Way)
- Replace the silicone joint on Bridge Nos. 5/578E and 5/578W (I-5 bridge over Ravenna Boulevard), Bridge No. 5/587E (I-5 bridge over reversible lanes ramp), and Bridge Nos. 5/588E and 5/588W (I-5 bridge over Northgate Way).
- Saw and seal asphaltic butt joints at the ends of ramp bridges 5/573N-N (NE 45th Street to northbound I-5), 5/580N-N (NE 70th Street to northbound I-5), 5/584E-S (85th Street ramp), 5/584N-W (NE 85th Street over I-5), 5/588N-N (1st Avenue NE to northbound I-5), and 5/588SCD (southbound collector-distributor [SBCD] over Northgate Way)
- Replace the existing pavement of the auxiliary lanes with CCP.
- Replace the existing inside/outside HMA shoulders with new HMA.
- Replace the existing Intelligent Transportation System (ITS), Illumination System and Signal System components affected by the Project and adjust all junction boxes affected by pavement replacement Work.
- Remove existing rolled gutter from southbound and northbound I-5 MP 170.86 to MP 171.20 and regrade the shoulder.
- Adjust drainage structure grates affected by pavement replacement operations to maintain roadway drainage.
- Install catch basins and pipes to address stormwater runoff.
- Provide longitudinal joint seals between the mainline concrete pavement and the inside and outside asphalt shoulders.
- Install pavement markings.
- Replace guardrail at southbound I-5 MP 170.97 to MP 171.03.

- Remove and replace per Section 2.16, *Illumination*, luminaires in conflict with any temporary crossovers that the Design-Builder implements between the I-5 mainline and reversible (express) lanes.
- Install a new Variable Message Sign (VMS) system per Section 2.18, *Intelligent Transportation Systems*
- Remove the existing stormwater drainage systems and replace with new stormwater drainage systems in accordance with Section 2.14, *Stormwater*.
- Design and construct ramp terminus impacted by the Project in compliance with ADA requirements.
- Rehabilitate the existing asphalt pavements of the following I-5 on- and off-ramps by planing and paving with HMA pavement in accordance with Section 2.7, *Pavement*:
    - Ramp P1 16901, northbound I-5 to NE 45th Street
    - Ramp Q1 17083, NE 70th Street to northbound I-5
    - Ramp R1 17091, southbound I-5 to 71st Street
    - Ramp P1 17111, northbound I-5 to Banner Way NE
    - Ramp S1 17122, N 85th Street to southbound I-5
    - Ramp LX 17150, Banner Way NE to NE 85th Street
    - Ramp Q1 17168, Banner Way NE to northbound I-5
    - Ramp R3 17176, N 85th Street to R1 17176
    - Ramp R2 17176, R1 17176 to N 85th Street
    - Ramp R1 17176, southbound I-5 to N 80th Street
    - Ramp R5 17276, southbound I-5 to Corliss Ave N
    - Ramp S1 17257, Corliss Avenue N to southbound I-5
    - Ramp P1 17235, northbound I-5 off-ramp to 1st Avenue NE
    - Ramp S5 17279, NE Northgate Way to CD 17308
    - Ramp R1 17294, CD 17308 to NE Northgate Way
    - Collector-distributor (CD) 17308, southbound I-5 off-ramp to southbound I-5
    - Ramp Q1 17315, NE Northgate Way to northbound I-5
    - Ramp Q5 17315, 1st Avenue NE and NE 107th Street to northbound I-5
- Design and construct the N Northgate Way and Corliss Avenue N intersection as shown in the Conceptual Channelization Plan (Appendix M).***

The lateral limits of the Project are the Right of Way limits or cross street and interchange ramp connections, whichever is more extensive, as shown on the Conceptual Plans.

EXHIBIT B

WSDOT Identified Betterments

The following elements of the Proposal are identified as Betterments in accordance with the General Provisions:

EXHIBIT C

Contract Price

LINE NO.	ITEM DESCRIPTION	UNIT	ITEM TOTAL
	Deficient Strength Conc. Price Adjustment	Calculated	$1.00
	Ride Smoothness Compliance Adjustment	Calculated	$1.00
	Compaction Price Adjustment	Calculated	-$1.00
	Asphalt Cost Price Adjustment	Calculated	-$1.00
	Cyclic Density Price Adjustment	Calculated	-$1.00
	Smoothness Compliance Adjustment	Calculated	-$1.00
	Total for Design-Build Work (Under Revenue Rule 170)	Lump Sum	_____
	Total for Design-Build Work (Under Revenue Rule 171)	Lump Sum	_____
	Project Partnering	Calculated	$1.00
	Reimbursement for Third-Party Damage	Estimated	-$1.00
	Disputes Review Board	Calculated	$1.00
	Minor Change	Calculated	$1.00
	Material Compliance Price Adjustment	Calculated	-$1.00
	Non-Specification Material Price Adjustment	Calculated	$1.00

EXHIBIT D

Project Organization

WSDOT Contact:	Design-Builder Contact:
_____	_____
_____	_____
_____	_____
_____	_____
Email:_____	Email:_____